

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE
CHATTANOOGA**

MARK THOMPSON,

Plaintiff,

v.

UNITED STONE, LLC and
MARGARITO LUJAN,

Defendants.

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NO. 1:14-cv-00224-CLC-SKL

JURY DEMAND

**JOINT MOTION FOR APPROVAL OF SETTLEMENT AND
FOR ENTRY OF DISMISSAL WITH PREJUDICE**

The parties, by and through their undersigned counsel, hereby move the Court for an order approving the terms of the settlement reached by the parties and for dismissal of this action with prejudice. In support of this Motion, the parties state as follows:

1. This is an action including, inter alia, alleged violations of the Fair Labor Standards Act, 29 U.S.C. § 201, et seq.

2. After arms-length negotiations, the parties reached a settlement of this lawsuit. The parties have each been represented and assisted by their respective undersigned attorneys and have had the benefit of their counsel and advice. On or about January 16, 2015, the parties executed a Settlement Agreement setting forth all of the terms of the agreed upon settlement. A copy of Settlement Agreement will be presented to the Court for its inspection and scrutiny.

3. The Settlement Agreement does not constitute an admission by any party of the validity of the allegations, claims or defenses. The Settlement Agreement represents the compromise of disputed claims that the parties recognize would require litigation to determine.

4. The Settlement Agreement was negotiated on behalf of the parties and the terms of the Settlement Agreement reflect a reasonable compromise of the parties' dispute. The Settlement Agreement fairly and reasonably compromises each party's interests, benefits, and rights. See Lynn's Food Stores, Inc. v. United States, 679 F.2d 1350, 1354 (11th Cir. 1982) ("when employees bring a private action for back wages under the FLSA and present to the District court a proposed settlement, the District Court may enter a stipulated judgment after scrutinizing the settlement for fairness.")

5. The parties submit that, based upon the nature of this dispute, the attorneys' fee component of the Settlement Agreement is reasonable.

6. The Settlement Agreement provides that the parties will request that this Court dismiss this action, with prejudice.

WHEREFORE, the parties hereby move for approval of the Settlement Agreement and an entry reflecting its approval and the dismissal of the action with prejudice. The parties shall pay their own costs. A proposed Order will be submitted to chambers.

Respectfully submitted,

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